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examination of the decisions discloses the fact that in substantially every jurisdiction the word 'debt' or 'indebtedness,' as used in the limitation placed upon municipal power, is given a meaning much less broad and comprehensive than it bears in general usage. This tendency has been more marked in some States than in others, with the result that the decisions are sufficiently at variance to fairly justify the statement of an eminent court that, 'in view of the warring among the adjudged cases, it is not easy to affirm that the word "debt" has a firmly settled meaning.' *City of Valparaiso v. Gardner*, 97 Ind. 1, 49 Am. Rep. 416."

The following quotation from *Read v. Atlantic City*, 49 N. J. Law, 558, is made:

"It is impossible, perhaps, to reconcile all these cases. The true interpretation of such restrictions upon municipal indebtedness is, in my judgment, between the extremes they exhibit. The plain object of such restriction is to require that all moneys which are paid for municipal expenses after the debt has reached the fixed limit shall be raised by taxation. In view of the object, it is clear (and all the cases agree in this) that prohibitions are not to be construed as limited to obligations which are debts *eo nomine*, but are to be extended to all contracts for the payment of money, or contracts whereon the payment of money can be enforced; but where the money to be paid upon such contracts is provided for to be raised under some fixed and definite scheme, such contracts are not, in my judgment, within the prohibition. Where, however, the money required to meet such contracts is not provided for, either by being legally ordered to be raised by taxation and appropriated for that purpose, or by some legislative scheme which positively prescribes that it shall be raised by taxation and appropriated for the payment as needed, then such contracts do increase the indebtedness within the meaning of the prohibition."

And the following from *Sackett v. New Albany*, 88 Ind. 473, 45 Am. Rep. 467:

"By 'indebtedness,' in this connection, we mean an agreement of some kind by the city to pay money where no suitable provision has been made for the prompt discharge of the obligation imposed by the agreement."

The opinion in the principal case contains a valuable compilation of the authorities in point. For a full collection of the authorities see monographic note to *Beard v. Hopkinsville* (Ky.), 44 Am. St. Rep. 229-243.

STREET RAILWAY COMPANIES—CITY ORDINANCES—POLICE POWERS.—A city ordinance requiring street railway companies to clean that portion of the streets between their tracks, is merely an exercise of the police power and not an impairment of the contract between the railway company and the city, created by the ordinance of the latter granting the former the right to lay its tracks in the street, and is valid. No contract can be made which assumes to surrender or alienate a strictly governmental power required to be continued in existence for the welfare of the people, and a city and a street railway company are without power to contract for the releasing or alienation by the former of its police power over the latter. *City of Chicago v. Chicago Union Traction Co.* (Ill.), 35 Chicago Legal News, 100.

The opinion, by Boggs, J., concedes that the city cannot, by virtue of the

police power or otherwise, require the railroad company to clean the street if the real purpose of the ordinance is merely to shift the public burden from itself to the company. It distinguishes the cases of *Gridley v. Bloomington*, 88 Ill. 554, and *Chicago v. O'Brien*, 111 Ill. 532, holding invalid city ordinances imposing a fine upon any one allowing snow to remain longer than a prescribed period on a sidewalk abutting on premises occupied or owned by him, upon the principle that the sidewalk is as much a public highway as the street itself; that an owner of abutting property has no interest in the street, as a street, other than that possessed by every other citizen, and that a purely public burden cannot be laid upon a private individual except in cases of eminent domain, special assessments or special taxation, after due proceedings had. The interest of the railroad company is defined, in virtue of the special privileges granted to be "a qualified right of occupancy of that portion of the street between the outermost rails of its two lines of track."

In the course of its opinion the court says :

"It does not seem unreasonable that the city should require the traction company to clean and render healthy that portion of the street occupied by the tracks of the road, under the circumstances of the case. In order to secure the public health and comfort, the property of individuals and corporations may alike be subjected to reasonable restrictions and burdens. It does not appear unreasonable that the traction company, having, in the exercise of the special privilege enjoyed by it of using the street, contributed to the unsanitary condition which injuriously affects the public health and comfort, should be required to aid in removing such conditions. The privilege enjoyed by the defendant in error company to maintain its railway in the street and operate its cars thereon is to be exercised in the interest of the public—it was to serve the public that the privilege was granted to it. Its business and property are impressed or affected with a public use. It may therefore be subjected to municipal regulations of a greater scope, in the interest of the public at large, than that of a railroad company exercising its franchises on its own road-bed. *Cape May Street Railway Co. v. Cape May*, 59 N. J. L. 396; *Charlotte etc. Railroad Co. v. Gibbs*, 142 U. S. 386.

"Ordinances have been upheld which required street railway companies to keep the street between the rails of their tracks in repair, and which regulated the common use of the streets for street railway and ordinary travel (*North Hudson Railroad Co. v. Hoboken*, 12 Vroom, 71); to make the railroad tracks of street railway companies located in a street to conform to the requirements of the ordinance so as to enable wagons, carriages and other vehicles to pass over tracks without inconvenience or danger (*North Chicago City Railway Co. v. Town of Lake View*, 105 Ill. 183); to remove snow from the street (*Broadway Railroad Co. v. Mayor*, 49 Hun. 129); prohibiting the use of sand, saltpeter or salt on the tracks of a street railway (*Dry Dock Railroad Co. v. Mayor*, 47 Hun. 221; *Traction Co. v. Elizabeth*, 58 N. J. L. 520); and ordinances to compel cleaning and sprinkling of the tracks of street railways have been not infrequently upheld as valid. (Booth on Street Railways, sec. 230; 23 Am. & Eng. Ency. of Law (1st ed.), p. 999; *City etc. Railroad Co. v. Savannah*, 77 Ga. 731). The ordinance here under consideration is general in its operation, affecting alike all cor-

porations and individuals who are similarly situated and bear the same relation to the streets of the city. The rule of equality and uniformity is not evaded, nor does the ordinance unjustly discriminate against any individual or corporations."

The right of a municipal corporation to compel the abutter to clear the snow from the sidewalk, is discussed in 4 Va. Law Reg. 540, 547.

REMOVAL OF CAUSES—SUITS BETWEEN PARTIES NON-RESIDENT OF DISTRICT WHERE BROUGHT.—The Act of Congress of August 13, 1898 (25 Stat. 433, c. 866), which forbids the bringing of suits in Federal courts otherwise than in the district of which the plaintiff or the defendant is an inhabitant, must be construed as according a privilege to the defendant, which may be waived. And a citizen of a State who is sued in *the courts of a State* of which he is neither a citizen nor a resident, by a non-resident of that State, may remove the case to the Federal circuit court of the district wherein the suit was originally brought. *Memphis Sav. Bank v. Houchens* (C. C. A.), 115 Fed. 96. Citing *Trust Co. v. McGeorge*, 151 U. S. 129; *Railway Co. v. McBride*, 141 U. S. 127; *Kansas City & T. R. Co. v. Lumber Co.*, 39 Fed. 3.

REMOVAL OF CAUSES—EFFECT OF CONSENT TO FURTHER TIME TO PLEAD.—In *Muir v. Preferred Sec. Ins. Co.*, 53 Atl. 158, the Supreme Court of Pennsylvania considered the effect of a stipulation between counsel extending the time for filing an answer or plea to the declaration or complaint, and incidentally, therefore, for filing a petition for removal to the Federal court. Mitchell, J., delivering the opinion of the court, approving the rule that such a stipulation would extend the time for removal, said, after citing *Martin v. R. R. Co.*, 151 U. S. 673, and *Railway Co. v. Brow*, 164 U. S. 271, which he declared not closely analogous:

"The practice under the act of Congress is not at all uniform. The cases in the United States courts are numerous and conflicting. In *Spangler v. Railroad Co.* (C. C. W. D. Mo. 1890), 42 Fed. 305, it was held that the act of Congress fixes the time for removal peremptorily as of the date when the state statute first requires an answer or plea, and that no order of court can enlarge the time of removal, even though the state statute expressly fixes the time to plead with a proviso, 'unless longer time be granted by the court.' This is the most stringent construction of the statute that we have seen, and from this what we may call the 'strict decisions' vary all the way down to *Schipper v. Cordage Co.* (C. C. S. D. N. Y. 1895), 72 Fed. 803, which holds that an order of court extending time to answer will extend the time of removal, though a mere agreement or stipulation of the parties will not. See *Austin v. Gagan* (C. C. N. D. Cal. 1889), 39 Fed. 626, 5 L. R. A. 471; *Fox v. Railroad Co.* (C. C. W. D. N. C. 1897), 80 Fed. 945; *Martin v. Carter* (C. C. D. Mont. 1891), 48 Fed. 596; *Velie v. Indemnity Co.* (C. C. E. D. Wis. 1889), 40 Fed. 545; and *Mining Co. v. Hunter* (C. C. W. D. S. D. 1894), 39 Fed. 305.

"On the other hand, courts of equal authority have held entirely different views. In *Wileox & Gibbs Guano Co. v. Phoenix Ins. Co.* (C. C. D. S. C. 1894), 60 Fed. 929, it was held that the extension of the statutory time to plead by special